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AGENDA ITEM REQUEST/JUSTIFICATION FORM

(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center

DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY BEFORE THE TUESDAY MEETING

Board of County Commissioners – Consent Agenda

Agenda item:

(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.) Date to be on agenda: 12/20/2022									
Exact wording to be used fo the agenda:	r Resolution approving an ame collective bargaining agree Douglas County and the Fra Police, Lodge #8 union, cover Officer classifications within County Department of Correcti June 30, 2023, now providing for contract terms for period 'Jathrough December 31, 2024'	ment between ternal Order of ing Correctional the Douglas ons expiring on ran extension of							
Action requested: Appro	val								
Amount requested:	Object Code:								
Is item in current year's but	dget? Yes	No X							
Does this item commit fund	s in future years? Yes X	No							
	This amendment and contract extension provided to the contract extension provided to the contract extension provided to the contract extension provided the co	ales. le 22.0% hourly							
If an agreement or contract, has the County Attorney reviewed YES NO and approved?									
Previous action taken on the	is item, if any:								
Recommendations and rat	onale or action:								
Will anyone speak on beha	If of this item, if so who?								
If this is a rush agenda item, please explain why: Marcos San Martin, County Ext.									
Submitted by (Name & De	ot.:) Administration								
List Attachments: Resolution Amendme									
Certified resolu	documentation; i.e. contract, agreement, memorand tions can be obtained at the County Clerk's website ountyclerk.org/county-board-records/search-for-res	e:							
Completed by receiving office Received in Administrative	Office: Date /2/16/22 T	Гіте							

BOARD OF COUNTY COMMISSIONERS DOUGLAS COUNTY, NEBRASKA

RESOLVED

WHEREAS, Douglas County has a labor contract with the Fraternal Order of Police, Lodge #8 ('F.O.P. 8', 'union'), representing covered employees within the Douglas County Department of Corrections, is set to expire on June 30, 2023; and,

WHEREAS, the County, through its bargaining representative, has engaged in good-faith collective bargaining since June 2022, with the hope of attaining agreeable labor terms between the parties extending through December 31, 2024; and,

WHEREAS, new contract terms have been collectively bargained-for with the union pertaining to holidays, overtime, wages and contract duration, revising and amending *Articles* '9', '10', '13', '31' and '32' of the current contract's provisions in accordance with the dates set forth in the amendment accompanying this resolution.

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA THAT the amendments to the collective bargaining agreement with the Fraternal Order of Police, Lodge #8 union, are hereby approved and adopted, and the Chair of this Board is authorized and directed to execute said contract amendments on behalf of Douglas County.

DATED this 20th day of December, 2022.

AMENDMENT TO

CONTRACT COLLECTIVE BARGAINING AGREEMENT

DOUGLAS COUNTY, NEBRASKA

AND

CORRECTIONS BARGAINING UNIT F.O.P. LODGE NO. 8

July 1, 2018 – June 30, 2023 <u>December 31, 2024</u>

ARTICLE 9 - HOURS OF WORK

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Section 3. The Department of Corrections' workweek is defined as a period of seven (7) consecutive days commencing at 2300 hours on a Saturday and continuing through 2300 hours on the subsequent Saturday. The normal workweek for full time employees will consist of eight (8) hours a day and forty (40) hours within the payroll workweek.

Each workday is defined by three shifts: 'A', 'B', and 'C' shift. Normal (standard) workday shift times include: 'A' shift 2300 hours to 0700 hours; 'B' shift 0700 hours to 1500 hours; 'C' shift 1500 hours to 2300 hours. The 'A' shift workweek begins on a Saturday, however, the workday itself is defined and/or referred to by the calendar date on which the time of the shift ends (0700 hours).

Section 4. Shift Trades. Trading of shifts will be allowed pursuant to Departmental policy, provided that trades do not adversely impact the operational needs of the Department. This provision will sunset on June 30, 2023 December 31, 2024, unless extended through a written agreement of both the County and the Union.

Section 5. The employee work period within any twenty-four (24) hour period will constitute the regular workday.

Section 6. A lieutenant will be on duty at all times. For the purposes of this section the term "lieutenant" will refer to all personnel holding the classification of COIV or COIII assigned as provided for in *Article 18, Section 3*.

If more than one lieutenant is scheduled to work a shift and their absence will not incur any additional overtime, then the vacation will not be denied based on *Article 12*, *Section 12* of this agreement. This vacation time can be taken without regard for the 24 hour notification rule.

In the event that a shift has more than one lieutenant and another shift has none, a lieutenant can elect to voluntarily report to the vacant shift for all or part of the absence. This will be done in lieu of their regular shift.

If there is more than one lieutenant requesting the open shift then the opening will be filled based on classification seniority.

If no volunteers are found then Article 10, Section 5, Paragraph (a) will be utilized regarding ordered overtime.

In the event that no lieutenant is available for duty then the Director or designated representative will make the necessary determination to fill the opening.

The Director or his/her designee will ensure that there are three lieutenants assigned to each shift.

[excerpted]

ARTICLE 10 - OVERTIME AND CALL IN PAY

Section 1. Overtime will be paid to employees in the bargaining unit at a rate of one and one-half (1 ½) times the normal regular rate for the employee for all hours worked in excess of eighty (80) in a fourteen (14) day work period.

Section 2. Where an employee is called to duty during his/her off duty time and such time does not merge with his/her regularly scheduled duty shift, such employee will be paid for a minimum of two (2) hours at the rate of one and one-half (1 $\frac{1}{2}$) times or the actual number of hours worked at the rate of one and one half (1 $\frac{1}{2}$) times, whichever is greater.

Section 2A. The following will be constituted as hours worked: Holidays, jury duty, funeral leave, compensatory time and vacation. The following will not be constituted as hours worked: Sick leave, compensatory time leave and FMLA leave (paid or unpaid).

Section 3. Voluntary Overtime

(a) Staff at the Correctional Center and Community Corrections who are interested in working overtime will sign up for overtime using the department's computer-generated staffing software. It is the employee's responsibility to check to see if they have been awarded overtime. Employees who fail to report for an awarded overtime may face disciplinary action.

Correctional officer classifications may volunteer to work up to twenty-four (24) hours of overtime in a workweek (Sunday-Saturday). Correctional Officer classifications will not work more than two (2) consecutive overtime workdays. An overtime workday is defined as a combination of regular hours and/or overtime hours in excess of 12-hours within a 24-hour period. This includes one workweek to the next. No employee shall work more than 16 hours in any 24 hour period.

- (b) When awarding overtime within classification preference will be given based on classification seniority. When awarding overtime outside of classification, preference will be given based on bargaining unit seniority.
- (c) Employees will be allowed to work one classification step up or one classification step down. However, Sergeants will not be allowed to work for Lieutenants. There must be a Lieutenant working at all times.
- (d) The employee can designate a preference of location to work and management will try to accommodate that request. Management retains the right to schedule personnel according to the needs of the department.
- (e) Employees who wish to cancel previously awarded overtime must do so using the computer generated staffing program or by contacting the Staffing Coordinator at least four (4) hours prior to the start of the shift in which the overtime is to occur. Only the Staffing Coordinator can reissue the cancelled overtime. Employees may not give or trade awarded overtime to other employees. Employees who cancel their voluntary overtime will not be eligible to work another employee's overtime on the day of the cancelled overtime.

- (f) The Staffing Coordinator will award overtime at least 48-hours prior to the start of the overtime shift. A record of awarded overtime shall be maintained in the Computer Generated Staffing Program. Employees who opt to split their overtime must notify the Staffing Coordinator at least 48 hours in advance of the overtime shift. Failure to notify the Staffing Coordinator of the desire to split the shift will require the employee to work the full 8-hour overtime if it is still needed.
- (g) If overtime becomes available within the eight (8) hours prior to the start of a shift, on-duty employees in the main facility or Criminal Justice Center working the preceding shift who have signed up for overtime in the Computer Generated Staffing Program will have priority.
- (h) Any errors in awarding of overtime shall be identified, remedied, and tracked as outlined in the Department of Corrections' Overtime Policy. Under no circumstances is the Department obligated to compensate employees for hours not worked.

[excerpted]

ARTICLE 13 - HOLIDAYS

Section 1. The following days will be recognized as paid holidays and observed on the dates established by the employer:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Floating Day Off (1): With approval of Department Head; if employee is not able to use Floating Holiday, he/she will be paid one (1) duty shift. The floating day off shall not be carried over from one calendar year to the next.

Section 2. For the purpose of this contract, "custodial staff" shall be defined as those assigned to a shift responsible for the routine security of the facility on a 24 hour/7 days a week basis (regular work shift).

The holiday for "custodial staff" shall be the traditional day of the holiday (i.e. Christmas Day is December 25th, Independence Day is July 4th, etc.). "Custodial staff" must work the actual holiday, unless the holiday falls on their regular scheduled day off or they are granted leave pursuant to other provisions of this contract.

Section 3. For the purpose of this contract, "non-custodial staff" will include the position(s) within the divisions or programs listed below:

- Office of Professional Responsibility
- Training Division Personnel: up to 1 Lieutenant, 2 Sergeants and 1 COII assigned to this Division is within the Director's discretion. Any addition to this list requires the mutual consent of the Director of Corrections and the FOP 8 President.
- Tool and Key
- Emergency Specialist
- Programs Officer(s)
- Case Management
- Supply and Inventory Officer(s)
- Court Security
- Paint Detail
- Reentry Assistance Program
- Projects Coordinator
- ACA Compliance Officer

"Non-custodial staff", with the exception of Training, Court Security and Paint Detail, shall not work the traditional holiday unless otherwise instructed by the Director of Corrections or designee. Training, Court Security and Paint Detail, will be required to report to the designated watch commander for appropriate work assignments on the day of the traditional holiday, unless otherwise instructed by the Director of Corrections or designee.

ARTICLE 31 – WAGES

Section 1. Wage Scales

For period July 1, 2018 - June 30, 2019, employees will receive a 1.0% wage increase to the previous pay scale of July 1, 2017 - June 30, 2018.

July 1, 2018 - June 30, 2019:

Occ. Code	Grade	Position	Start	1 Y	rs. 2	2 Yrs.	3 Yrs.				
750	CR5	C/O I	21.46	21.7	72 2	22.22	22.73				
Occ. Code	Grade	Position	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.	7 Yrs.	8 Yrs.
751	CR3	C/O II	22.22	23.19	24.16	25.13	26.10	27.07	28.04	29.01	29.97
752	CR2	C/O III	25.28	26.41	27.60	28.84	30.13	31.96	33.38	34.90	36.44
753	CR1	C/O IV	29.62	30.94	32.35	33.79	35.32	37.47	39.16	40.92	42.75
785	CR4	Class. Officer	23.23	24.17	25.12	26.13	27.17	28.24	29.39	30.57	31.80

For period July 1, 2019 - June 30, 2020, employees will receive a 2.0% wage increase to the previous pay scale of July 1, 2018 - June 30, 2019.

July 1, 2019 – June 30, 2020 :

Occ. Code	Grade	Position	Start	1	Yr.	2 Yr.	3 Yrs.				
750	CR5	C/O I	21.89	22	2.15	22.66	23.18				
Occ. Code	Grade	Position	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.	7 Yrs.	8 Yrs.
751	CR3	C/O II	22.66	23.65	24.64	25.63	26.62	27.61	28.60	29.59	30.57
752	CR2	C/O III	25.79	26.94	28.16	29.41	30.73	32.60	34.05	35.59	37.17
753	CR1	C/O IV	30.22	31.56	33.00	34.47	36.03	38.22	39.94	41.73	43.61
785	CR4	Class. Officer	23.69	24.65	25.62	26.65	27.71	28.80	29.98	31.18	32.44

For period July 1, 2020 - June 30, 2021, employees will receive a 2.0% wage increase to the previous pay scale of July 1, 2019 - June 30, 2020.

July 1, 2020 - June 30, 2021 :

Occ. Code	Grade	Position	Start	1	Yr.	2 Yrs.	3 Yrs.	•			
750	CR5	C/O I	22.33	22	2.59	23.12	23.64				
Occ. Code	Grade	Position	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.	7 Yrs.	8 Yrs.
751	CR3	C/O II	23.12	24.13	25.14	26.14	27.15	28.16	29.17	30.18	31.18
752	CR2	C/O III	26.30	27.48	28.72	30.00	31.35	33.25	34.73	36.31	37.91
753	CR1	C/O IV	30.82	32.19	33.66	35.16	36.75	38.98	40.74	42.57	44.48
785	CR4	Class. Officer	24.17	25.15	26.13	27.18	28.27	29.38	30.58	31.81	33.09

For period July 1, 2021 - June 30, 2022, employees will receive a 2.0% wage increase to the previous pay scale of July 1, 2020 - June 30, 2021.

<u>July 1, 2021 – June 30, 2022 :</u>

Occ. Code	Grade	Position	Start	1	l Yr.	2 Yrs.	3 Yrs.				
750	CR5	C/O I	22.78	23	3.04	23.58	24.12				
Occ. Code	Grade	Position	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.	7 Yrs.	8 Yrs.
751	CR3	C/O II	23.58	24.61	25.64	26.67	27.70	28.72	29.75	30.78	31.80
752	CR2	C/O III	26.83	28.03	29.29	30.60	31.97	33.91	35.42	37.03	38.67
753	CR1	C/O IV	31.44	32.83	34.33	35.86	37.48	39.76	41.55	43.42	45.37
785	CR4	Class. Officer	24.65	25.65	26.66	27.73	28.83	29.97	31.19	32.44	33.75

For period July 1, 2022 - June 30, 2023 December 20, 2022, employees will receive a 2.0% wage increase to the previous pay scale of July 1, 2021 - June 30, 2022.

July 1, 2022 - June 30, 2023 December 20, 2022:

Occ. Code	Grade	Position	Start	1	Yr.	2 Yrs.	3 Yrs.				
750	CR5	C/O I	23.23	23	.51	24.05	24.60				
Occ. Code	Grade	Position	Start	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.	7 Yrs.	8 Yrs.
751	CR3	C/O II	24.05	25.10	26.15	27.20	28.25	29.30	30.35	31.40	32.44
752	CR2	C/O III	27.36	28.59	29.88	31.21	32.61	34.59	36.13	37.77	39.44
753	CR1	C/O IV	32.07	33.49	35.02	36.58	38.23	40.56	42.39	44.29	46.28
785	CR4	Class. Officer	25.14	26.16	27.19	28.28	29.41	30.57	31.81	33.09	34.43

For period December 21, 2022 - December 31, 2024, employees will be placed upon the wage structure shown below at the hourly wage rate corresponding with the same numbered step (" '# Yrs' step") on the previous pay scale for the period covering 'July 1, 2022 – December 20, 2022'.

December 21, 2022 – December 31, 2024:

<u>OC</u>	Grade	Position	Start	1 Yr.	2 Yrs.	3 Yrs					
<u>750</u>	CR5	<u>C/O I</u>	\$30.00	\$30.28	\$30.82	\$31.37					
<u>OC</u>	Grade	Position	Start	<u>1 Yr.</u>	2 Yrs.	3 Yrs.	<u>4 Yrs.</u>	5 Yrs.	6 Yrs.	<u>7 Yrs.</u>	8 Yrs.
<u>751</u>	CR3	C/O II	\$30.82	\$31.66	\$32.51	\$33.35	\$34.19	\$35.03	\$35.88	\$36.72	\$37.56
<u>752</u>	CR2	C/O III	\$34.13	\$35.51	\$36.90	\$38.28	\$39.66	\$41.04	\$42.43	\$43.81	\$45.19
<u>753</u>	CR1	C/O IV	\$38.84	\$40.45	\$42.06	\$43.67	\$45.28	\$46.89	\$48.50	\$50.11	\$51.72
<u>785</u>	CR4	Class. Officer	\$31.91	\$32.97	\$34.03	\$35.09	\$36.15	\$37.21	\$38.27	\$39.33	\$40.39

<u>Section 2.</u> Employees within pay lines advance to each step annually on <u>his/her</u> anniversary date of their classification seniority. <u>Classification Officers progress to each step annually on July 1st.</u>

Section 3. The Shift Differential pay for the "A" and "C" shifts will be \$.75c per hour.

Section 4. Correction Officers assigned to Field Training and/or the Mentoring Program as defined by the Director, will receive an additional \$250.00 per quarter while serving in such capacity. If an Officer serves in both capacities, he/she will still only receive \$250.00 per quarter (not \$500.00) during any assignment period.

ARTICLE 32 - DURATION OF AGREEMENT

Section 1. This agreement commences July 1, 2018, for a five six and one-half year period and terminates June 30, 2023 December 31, 2024. This Agreement may not be modified in whole or in part without prior mutual written consent of the parties. The terms and conditions of this Agreement shall remain in full force and effect until such time as the next Agreement is approved and executed by both parties. Unless specifically stated in this Agreement, all provisions of this Agreement shall be effective upon the date this Agreement is signed by the parties.

Section 2. It is understood and agreed that the Union will have their demands for the contract period starting July 1, 2023 January 1, 2025, presented to the Douglas County Board of Commissioners by May 1, 2023 October 1, 2024. Douglas County will present their demands to the Union no later than May 1, 2023 October 1, 2024. Negotiations for the contract period starting July 1, 2023 January 1, 2025, will begin no later than May 1, 2023 October 1, 2024.

BE IT AGREED BY THE PARTIES

All relevant portions of the Collective Bargaining Agreement shown above shall be amended, as provided, effective on the date in which all parties have executed this CONTRACT AMENDMENT.

This CONTRACT AMENDMENT is meant to embody the full intent of both the County and the Union, therefore, in the event of any conflict, error or inconsistency between the content of this amendment and the Collective Bargaining Agreement the provisions of this amendment shall control and govern.

DOUGLAS COUNTY, NEBRASKA

F.O.P. LODGE NO. 8

By: Docusigned by: By: By:	By:	DocuSigned by: B5309CEF8A64424	,=
County Board Chair			
Date:	-		
APPROVED AS TO FORM:			
By: Docusigned by: By: Deputy County Attorney	Date:	December 20, 2	2022